



**CITY OF FORT SMITH, ARKANSAS
TEMPORARY REVOCABLE LICENSE APPLICATION
FOR
SIGNAGE IN A PUBLIC RIGHT-OF-WAY**

CHECKLIST

- ☐ Completed Application.
- ☐ Signed permission from all adjacent property owners, if any, who maintain the rights-of-way where sign(s) are proposed.
- ☐ Hard copy and PDF of a map showing the proposed location(s) of the sign(s) in the public right-of-way.
- ☐ Dimensioned drawing of proposed sign(s).
- ☐ Application Fee of \$150.00. This fee is non-refundable.
- ☐ The petitioned temporary sign(s) shall not be placed prior to the issuance of an approved temporary revocable license and its continued placement shall be subject to the terms of the temporary revocable license.
- ☐ No signs are permitted in the public rights-of-ways maintained by the Arkansas State Highway Department.
- ☐ Requests for Temporary Signs in a Public Right-of-Way will be reviewed by city staff and franchise utilities to confirm there are no issues or concerns with the placement of sign(s) in a the public right-of-way.
- ☐ Requests for Temporary Signs in a Public-Right-of-Way must be approved by the Fort Smith Board of Directors.

**CITY OF FORT SMITH, ARKANSAS
REQUEST FOR TEMPORARY REVOCABLE LICENSE
FOR
SIGNAGE IN A PUBLIC RIGHT-OF-WAY**

APPLICANT INFORMATION

Company/Organization : _____

Address: _____

Telephone Number: _____

E-Mail: _____

**CONTACT INFORMATION FOR INDIVIDUAL SUBMITTING APPLICATION IF
DIFFERENT FROM ABOVE:**

Contact Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1) Provide address where sign(s) will be located _____
Note: If more space is needed for sign addresses, attach a separate page.
- 2) Provide address of the property that is adjacent to the public right-of-way where sign is proposed. Note: If more space is needed for listing addresses, attach a separate sheet.

3. Specify Type of Sign: POLITICAL ☐ RELIGIOUS ☐ SPECIAL EVENT ☐
BUSINESS ADVERTISING ☐ OTHER ☐ specify: _____

4. Provide the dimensions of the sign(s) proposed in the right-of-way _____

5. Provide the length of time that is needed to keep the sign located in the right-of-way:
Start Date: _____ End Date: _____

APPLICANT/REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made, all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I also understand that I will be required execute a Temporary Revocable License agreement.

Name: (printed) _____

Signature: _____ Date: _____

Property Owner(s)/Authorized Agent: *I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is subject of this application and that I/we have read this application and consent to its filing.*

AUTHORIZATION OF AGENT

If an agent is acting on behalf of the owner(s), all owners must sign in the space provided. This form is necessary only when the person representing this request does not own all the property.

We the undersigned, being owners of real property, authorize _____
to act as our agent. (Print Name of Agent)

(Type or clearly print)

NAME & ADDRESS OF ALL OWNERS.

SIGNATURE OF ALL OWNERS.

1. _____

2. _____

3. _____

4. _____

ORDINANCE NO. 38-14**AN ORDINANCE PROHIBITING AND REGULATING THE PLACEMENT AND
MAINTENANCE OF SIGNS IN PUBLIC RIGHTS-OF-WAY**

**BE IT ORDAINED AND ENACTED BY THE BOARD OF DIRECTORS OF THE
CITY OF FORT SMITH, ARKANSAS THAT:**

SECTION 1: Except for traffic signs installed or authorized by the City of Fort Smith, and except as is provided in Sections 2, 3 and 4 of this Ordinance, it is unlawful for any person or entity to place, cause to be placed, or maintain any sign or banner in any public right-of-way or upon any utility pole, traffic sign, signal or device in any public right-of-way in the City of Fort Smith. The term public right-of-way includes the entire width of all dedicated public rights-of-way as well as all right-of-way used for public purposes by prescription. Subject to contrary determination, there is a presumption that all areas between a public sidewalk and the edge of the adjacent paved street, all drainage ditch areas, and all areas within ten (10) feet of the adjacent paved street are within a public right-of-way.

SECTION 2: The following temporary signs are exempt from the provisions of Section 1 above under the conditions, but only under the conditions stated:

(i) With permission of the adjacent property owner, if any, who maintains the right-of-way area, temporary signs no greater than four (4) square feet in size may be placed in public right-of-way, but not on a utility pole, sign or other device in the right-of-way, in an area not used for vehicular traffic at a time no earlier than Friday at 12:00 noon and, if so placed, shall be removed by the first following Monday at 12:00 noon.

(ii) With permission of the adjacent property owner, if any, who maintains the

right-of-way area, nonprofit organizations may place in public right-of-way, but not on a utility pole, sign or other device in the right-of-way, in an area not used for vehicular traffic temporary signs of a noncommercial nature for the purpose of directing the public to the location of an event or activity which promotes the general public welfare; provided no more than three (3) signs directing the general public to such event or activity shall be placed in public rights-of-way and further provided no such temporary sign shall be allowed to remain on public right-of-way for more than seven (7) consecutive days.

(iii) Sandwich board signs are permitted on the sidewalks in the Garrison Avenue Historic District area that is within the Central Business Improvement District. The sandwich board signs must comply with the CBID Design Guidelines.

SECTION 3: (a) Except as permitted by Section 2 and 4 any person or entity desiring to place a sign within public right-of-way on a temporary basis may petition the Board of Directors of the City of Fort Smith for a temporary revocable license for such use of the public right-of-way. The petition seeking a temporary revocable license for such use shall be filed with the Fort Smith City Clerk, shall be in writing, shall contain a map depicting the proposed location of the use of the public right-of-way, shall identify the dimensions of the sign proposed for temporary placement in the public right-of-way, shall identify the type of the sign by a general category such as "religious", "political", "business advertising", "special event advertising", etc., and shall be submitted in advance of any placement of a sign for which the temporary revocable license is requested. The City Clerk shall cause the petition for a temporary revocable license to be scheduled for review by the Board of Directors. The petitioned temporary sign shall not be placed prior to the issuance of an approved temporary revocable license and its continued placement shall be subject to the terms of the temporary revocable license.

(b) The City Administrator is hereby authorized and directed to prepare a form for potential issuance of a "temporary revocable license" which might be issued by the Board of Directors to authorize a temporary location of a sign in a public right-of-way and setting the conditions for the removal of the sign upon completion of the term of the license.

SECTION 4: Section 27-704-5(c) of the Fort Smith Code is hereby amended to read:

(c) No permanent sign base or support shall be erected or maintained in any public right-of-way. After obtaining an appropriate sign permit from the city, signs may be installed so that a portion of the sign occurs in the air space of a public right-of-way, subject to the following requirements:

- (1) The sign face may not be more than thirty-six (36) inches in height; and,
- (2) Any portion of the sign occurring in the public right-of-way shall be at least twelve (12) feet above the ground surface of the right-of-way; and,
- (3) The supportive post(s) (which may not be located in the right-of-way) for any such sign shall not be more than two (2) and shall not be more than sixteen (16) inches in width or diameter.
- (4) Such heights of thirty-six (36) inches and twelve (12) feet are to be measured from the elevation of the center of the street at the point of the overhanging portion of sign. If the sign occurs in or over the rights-of-way of two (2) streets, such heights of thirty-six (36) inches and twelve (12) feet are to be measured from the higher street.
- (5) All signage that is placed at intersecting streets in the triangular area (known as the sight triangle) shall be governed by (c)(1) and (c)(2) above. The sight triangle is described as the area delineated by a distance of twenty-five (25) feet along the intersecting property lines, beginning at the property corner point and extending said twenty-five (25) feet in both directions away from the corner point of intersection and then connecting the terminus points by a line to form the triangular area.

SECTION 5: Section 27-704-5(f) of the Fort Smith Code is hereby repealed on the basis that its requirement has been included within the provision adopted by Section 4 above.

SECTION 6: Enforcement.

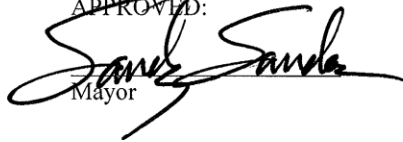
(a) Any person or entity violating the provisions of Section 1 or causing a sign to be located in the public rights-of-way in violation of the provisions of Sections 3 or 4 shall be deemed guilty of a misdemeanor and, upon conviction, shall be subject to the penalties set forth in Section 1-9 of the Fort Smith Code of Ordinances.

(b) The City Administrator, by his designated agents, is hereby authorized and directed to remove any sign violating the provisions of this Ordinance from the public rights-of-way. Any such sign removed from the public right-of-way is subject to immediate destruction. The City Administrator may develop procedures for the temporary impounding of such signs and reasonable efforts of notifying the owners of the signs of their availability of removal from impoundment by the City.


SECTION 7: The codifier of the Fort Smith Municipal Code will codify the provisions of Sections 1, 2, 3, 4, 5 and 6 of this Ordinance within the previously reserved sections of Article I of Chapter 22 of the Fort Smith Municipal Code.

This Ordinance adopted this 5th day of August, 2014.

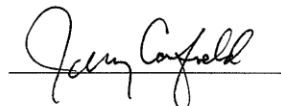
APPROVED:


Mayor

ATTEST:


City Clerk

Approved as to form:


Publish One Time

**THIS IS A SAMPLE AGREEMENT – PLANNING STAFF WILL PREPARE THE
AGREEMENT**

TEMPORARY REVOCABLE LICENSE AGREEMENT

SECTION 1: On _____ the Board of Directors passed Resolution No. _____ granting a temporary revocable license to _____ his/her/their/its successors or assigns, which, subject to the terms and conditions expressed in this Agreement, temporarily allows the placement and maintenance of size sign located within the public right-of-way as shown on Exhibit "A" and adjacent to (address of property adjacent to right-of-way).

SECTION 2: It is agreed that the sign is allowed to remain in the in the area of the right-of-way shown in Exhibit A of this agreement for a period beginning _____ and ending_____.

SECTION 3: It is agreed that the City shall have no responsibility for the maintenance of the sign. If the sign is damaged in any manner, same shall be removed by the licensee, or any successor or assignee, at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) in a manner meeting the approval of the City Administrator. Additionally, at the sole discretion of the City Administrator, upon seven (7) days notice from the City Administrator, the licensee or any successor or assignee shall remove the temporary sign from the public street right-of-way at the licensee's sole cost and expense (or at the sole cost of any successor or assignee) and in a manner meeting the approval of the City Administrator. The licensee, their successor or assignees, shall hold the City harmless from and indemnify the city for all expenses, losses, cost, causes of action and judgments, including legal expense, arising from the placement and maintenance of said improvements. Should any City department require access to the right-of-way, said City department shall have no duty to give prior notice to the licensee in emergency situations. For routine or scheduled maintenance, reasonable notice shall be given if the work may affect any improvement by the licensee. Under any

circumstance, the City shall have no responsibility to protect or replace any improvements of the licensee that are across and within the public right-of-way.

SECTION 4: The terms of this temporary license are deemed accepted by the licensee by the licensee's signature below and by any successor or assignee of the licensee by the acquisition of or reliance on the rights to the temporary license granted by the City.

In witness whereof, this document is executed this ____ day of _____, 20__.

CITY OF FORT SMITH, ARKANSAS

BY: _____
Sandy Sanders, Mayor of Fort Smith

Attest:

City Clerk

LICENSEE:

BY: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared, Sandy Sanders, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF SEBASTIAN)

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared, _____, whose identify is personally known to me known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged the execution of the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:
